



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

June 26, 2008

CONTRACT TITLE: Document Destruction & Disposal Services

CURRENT CONTRACT PERIOD: January 1, 2008 through December 31, 2008

BUYER INFORMATION: Karla Wiseman
(573) 751-1686
Karla.wiseman@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	01/01/08 thru 12/31/08	12/31/2011

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C308073001	6113009830 0	Purchase Records Destruction PO Box 401 Calvert City KY 42029 Phone: (270) 395-7731 Fax: (270) 395-0471 E-Mail: Brandon@prd-shreds.com infor@prd-shreds.com	N	Y

Counties Awarded:

Central Region – Carroll, Chariton, Randolph, Monroe, Saline, Howard, Boone, Audrain, Callaway, Montgomery, Pettis, Cooper, Moniteau, Cole, Osage, Gasconade, Benton, Morgan, Miller, Maries, Camden, Pulaski, Phelps, Laclede, and Dent Counties

Greater St. Louis Region – Pike, Lincoln, Warren, St. Charles, St. Louis, Franklin, Jefferson, Crawford, Washington, St. Francois, Ste. Genevieve, Perry, and St. Louis City

Southeast Region – Iron, Madison, Bollinger, Cape Girardeau, Reynolds, Shannon, Wayne, Stoddard, Scott, Oregon, Carter, Butler, Mississippi, Ripley, New Madrid, Pemiscot, and Dunklin

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
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CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C308073003	4811976420 0	Shred it 10900 Lackman Road Lenexa KS 66219 Phone: (913) 307-9400 Fax: (913) 307-9401 E-Mail: dgriffith@shredit.com	N	Y
<u>Counties Awarded</u> Greater Kansas City Region – Platte, Clay, Ray, Jackson, Lafayette, Cass, Johnson, Bates, and Henry Northwest Region – Atchison, Nodaway, Worth, Harrison, Holt, Andrew, Gentry, Dekalb, Daviess, Buchanan, Clinton and Caldwell				

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
01/01/08 – 12/31/08	06/26/08	Added Perry County and St. Louis City to the St. Louis Region under Contract C308073001 (Purchase Records Destruction).
01/01/08 – 12/31/08	06/04/08	Southwest Region has been removed from Contract C308073001 (Purchase Records Destruction).
01/01/08 – 12/31/08	04/02/08	Northwest Region has been added to Contract C308073003 (Shred-It).
01/01/08 – 12/31/08	03/17/08	Contract C308073002 (Recall North America) has been cancelled.
01/01/08 – 12/31/08	12/07/07	Initial issuance of new statewide contract

The Division of Purchasing and Materials Management has awarded Contracts C308073001 and C308073003 in accordance with the following requirements:

1.1 General Requirements:

- 1.1.1 The contractor shall provide document destruction and disposal services for any agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein. The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
 - a. The contractor shall destroy and dispose of documents which shall include, but not necessarily be limited to, any or all of those items listed on Attachment 1. For purposes of this document, the term “documents” shall be used to define those items to be destroyed.
- 1.1.2 The contractor shall perform document destruction and disposal services for all the counties awarded.
 - a. A listing of current (as of September 2007) state agency locations by county can be found at the following website:

http://www.oa.mo.gov/fmdc/leasingoperations/Current_Leases.htm
- 1.1.3 The contractor shall perform all services during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays.
- 1.1.4 The contractor shall perform all services to the sole satisfaction of the state agency as specified herein.
- 1.1.5 The contractor shall understand that the state agency or designee shall, at any time throughout the contract, accompany the contractor during any collection, hauling, weighing, or destruction process being conducted by the contractor. The contractor shall not restrict or in any way limit the state agency’s right or ability to oversee any and all services provided by the contractor.
- 1.1.6 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency at its own discretion, to obtain alternate services elsewhere.
- 1.1.7 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide Document Destruction and Disposal Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.2 Specific Requirements:

- 1.2.1 The contractor shall perform document destruction services on-site at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis as mutually agreed upon between the contractor and each applicable state agency.
- 1.2.2 The contractor shall provide the document destruction services by no later than five (5) working days after a request for service is made, or by the date mutually agreed upon between the state agency and the contractor. The

state agency shall request services by telephone, fax, or other method as agreed upon between the contractor and each state agency.

- 1.2.3 The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection of documents on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with each state agency and designee in seeking and obtaining the arrangements and methods of collection.
- 1.2.4 If requested by the state agency, the contractor shall supply locked security containers for the collection of documents in the size(s) and quantity specified by the applicable state agency. The contractor shall provide all containers free of charge.
 - a. Each container shall have a drop-slot and a key-locked dead bolt. The contractor shall place each container in the location requested by the state agency, provided that placement is in accordance with applicable fire codes.
 - b. The contractor shall clearly mark containers for their intended use.
 - c. The contractor shall not limit the number of containers at any particular state agency site. However, if containers are requested, the state agency estimates that approximately one (1) 40-45 gallon, or estimated size of 36"x 20"x 19.5", container may be required for every 25-30 employees. The state agency designee shall notify the contractor if it is determined that different sizes or additional containers are required. The contractor shall coordinate and work in good faith with each state agency and designee in determining the number and size of containers required.
 - d. The contractor shall retain ownership of the containers. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the contractor.
- 1.2.5 In most cases, documents to be destroyed will be in a locked storage area at the state agency building. Therefore the contractor, with accompaniment by a state agency designee, shall transport the documents on carts or other method from each storage area to the contractor's truck on-site. The contractor shall load and unload all documents without assistance from state agency personnel.
 - a. The contractor shall handle and transport all documents in covered containers to insure that no record is lost or mislaid en route.
 - 1) In the event the state agency does not have the documents in covered container(s), the contractor shall make every effort to ensure that no record is lost or mislaid en route.
 - b. If requested, the contractor shall remove and/or dispose of all cardboard boxes that were used to contain the documents. The contractor is encouraged to reuse or recycle all cardboard boxes.
- 1.2.6 The contractor shall collect all documents from an identified location, weigh all documents using a certified scale, destroy completely, and provide the state agency with a Certificate of Destruction and weigh ticket. At a minimum, the Certificate of Destruction must include the name and address of the state agency facility, date of service, description and weight of documents destroyed, service representative name, and truck number.
 - a. The contractor shall destroy all documents to a maximum size of no greater than particles one square inch. However, if requested by the state agency and if the contractor is capable (as specified in Exhibit B), the contractor shall destroy documents to a maximum size of 5/16".
 - b. The contractor shall clean up the immediate document destruction area and ensure that all loose material particles are collected and removed each time document destruction services are performed.
- 1.2.7 Confidentiality: Due to the sensitivity of the documents being destroyed, the contractor shall not disclose any information obtained from the documents in the event the contractor observes any such documents during the

course of pick up and document destruction. Furthermore, to the extent the contractor may have access to any report, tax return or other information received by a state agency in connection with the administration of the tax laws of the State, the contractor specifically shall comply with the Missouri Revised Statutes, Section 32.057. Any person making unlawful disclosure of information in violation of such section shall, upon conviction, be guilty of a class D felony. Therefore, as the need for confidentiality dictates, the contractor shall agree and understand that either of the following may be required, however the determination of what is required shall rest solely on the state agency designee.

- a. The state agency designee shall witness the destruction of the confidential documents.
- b. The contractor shall submit a letter to the applicable state agency office guaranteeing that the confidentiality of all such documents were maintained from the time of collection until the documents were destroyed and that none of the documents were read or copied by the contractor or contractor's personnel prior to such destruction.

1.2.8 The contractor's personnel assigned to perform services under the contract must, at all times, wear a photo ID badge and uniform which reflects the contractor's company name. In addition, the contractor's personnel shall sign in and out on a log provided by each state agency.

- a. The contractor shall sign a signature log each time services are required to attest that all confidential documents have been destroyed. The signature log should have the date, time, and location when document destruction was completed and must also be countersigned by the state agency designee. The signature log must be maintained at each participating state agency and made available for federal/state audit purposes.

1.2.9 The contractor and each of the contractor's personnel assigned to work with confidential documents must have a security clearance approved by the utilizing state agency and sign a statement of confidentiality guaranteeing non disclosure of information in order to provide service under the contract.

- a. The contractor must obtain each of the required security clearances from the State Highway Patrol.
- b. The confidentiality statement shall be designed, implemented, and maintained by the contractor.

1.2.10 If requested, the contractor shall replace any personnel with whom the state agency is not satisfied.

1.2.11 The contractor shall furnish all material, labor, vehicles, equipment, and supplies necessary to perform the services required herein.

1.2.12 The contractor shall recycle destroyed documents that are recyclable. **As an incentive for the contractor to lower prices, the contractor may keep all funds received from the sale of recyclable documents stated herein.**

1.3 Reporting, Financial, and Payment Requirements:

1.3.1 Monthly Report: By no later than the 15th of each month, the contractor shall submit a monthly report to the Recycling Coordinator as specified below:

- a. The monthly report must contain the following information from the document destruction activities from the prior month:
 - 1) Name and Address of the state agency
 - 2) Date of Service
 - 3) Weight of documents destroyed
 - 4) Actual number of pounds of destroyed documents recycled
- b. Immediately after contract award, the Recycling Coordinator shall provide the contractor with the actual monthly report to be used. A sample of the monthly report is provided herein as Attachment 2.

- 1.3.2 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 1.3.3 **Invoicing** – The contractor shall submit an invoice by no later than the 15th day of the following month to each participating state agency for which services were provided during the month.
- a. Each invoice shall be itemized by date of service, number of pounds of documents destroyed, the applicable firm, fixed price per pound, and the total invoice amount.
 - 1) If the minimum charge is not met for document destruction services, the contractor may invoice the minimum charge amount (instead of the firm fixed price per pound) in accordance with the Pricing Page.
 - 2) The applicable firm, fixed price per pound shall be determined based upon the total weight of the destroyed documents.
- 1.3.4 **Payments** – For each trip to a state agency facility, the contractor shall be paid for each pound of documents destroyed in accordance with the applicable firm, fixed price stated on the Pricing Page. In the event the total payment due the contractor is less than the applicable firm, fixed minimum charge stated on the Pricing Page, the contractor shall be paid the minimum charge instead of being paid based on the per pound price. However, if the total payment due the contractor is greater than the applicable firm, fixed minimum charge stated on the Pricing Page, the contractor's payment shall be based solely on the per pound price.
- a. Each state agency shall be solely responsible for payment for only those services requested by the state agency.
 - b. Other than payments specified above, no other payments shall be made to the contractor.
- 1.4 Other Contractual Requirements:**
- 1.4.1 **Contract** - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the

contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 1.4.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.4.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 1.4.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.4.5 Transition:
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all documents, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 2) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 1.4.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.4.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract.

- a. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services.
- b. The contractor shall provide written evidence of the insurance to the state agency. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage.
- c. In the event the insurance coverage is canceled, the state agency must be notified immediately.

1.4.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

1.4.9 Authorized Personnel - The contractor understands and agrees that by signing the RFP, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 1.4.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 1.4.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.4.12 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.4.13 Confidentiality: - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 1.4.14 Contractor Equipment Use - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 1.4.15 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

1.5 Business Associate Provisions:

- 1.5.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 2) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 4) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 5) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
 - 6) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
 - 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

1.5.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor’s business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.5.3 Obligations of the contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with HIPAA and the regulations promulgated thereunder.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524 regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident,

the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

1.5.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.5.6 Breach of Contract— In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees and understands that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

Purchase Record Destruction
Contract C308073001
PRICING
(C/S Code: 92661)

CENTRAL REGION: which consists of the following counties: Carroll, Chariton, Randolph, Monroe, Saline, Howard, Boone, Audrain, Callaway, Montgomery, Pettis, Cooper, Moniteau, Cole, Osage, Gasconade, Benton, Morgan, Miller, Maries, Camden, Pulaski, Phelps, Laclede, and Dent

Line Item	Weight Category	Firm, Fixed Price Per Pound
001	0 - 500 lbs.	\$0.11
002	Over 500 lbs.	\$0.11
Line Item	Description	Firm, Fixed Minimum Charge
003	Minimum Charge	\$26.00

GREATER ST. LOUIS REGION: which consists of the following counties: Pike, Lincoln, Warren, St. Charles, St. Louis, Franklin, Jefferson, Crawford, Washington, St. Francois, and Ste. Genevieve

Line Item	Weight Category	Firm, Fixed Price Per Pound
004	0 - 500 lbs.	\$0.11
005	Over 500 lbs.	\$0.11
Line Item	Description	Firm, Fixed Minimum Charge
006	Minimum Charge	\$26.00

SOUTHEAST REGION: which consists of the following counties: Iron, Madison, Bollinger, Cape Girardeau, Reynolds, Shannon, Wayne, Stoddard, Scott, Oregon, Carter, Butler, Mississippi, Ripley, New Madrid, Pemiscot, and Dunklin

Line Item	Weight Category	Firm, Fixed Price Per Pound
010	0 - 500 lbs.	\$0.09
011	Over 500 lbs.	\$0.09
Line Item	Description	Firm, Fixed Minimum Charge
012	Minimum Charge	\$23.00

Shred-it
Contract C308073003
PRICING
(C/S Code: 92661)

GREATER KANSAS CITY REGION: which consists of the following counties: Platte, Clay, Ray, Jackson, Lafayette, Cass, Johnson, Bates, and Henry

Line Item	Weight Category	Firm, Fixed Price Per Pound
001	0 - 500 lbs.	\$0.00
002	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
003	Minimum Charge	\$28.00

NORTHWEST REGION: which consists of the following counties: Atchison, Nodaway, Worth, Harrison, Holt, Andrew, Gentry, Dekalb, Daviess, Buchanan, Clinton, and Caldwell

Line Item	Weight Category	Firm, Fixed Price Per Pound
004	0 - 500 lbs.	\$0.00
005	Over 500 lbs.	\$0.08
Line Item	Description	Firm, Fixed Minimum Charge
006	Minimum Charge	\$70.00

ATTACHMENT 1

Potential Documents to be Destroyed

The following materials shall be considered acceptable for document destruction and disposal services pursuant to the requirements of this document.

White and Colored Paper and cardstock (All grades and colors), including, but not limited to:	<ul style="list-style-type: none">• Copier paper• Computer Paper• Fax paper• Ledger paper• Card Stock• NCR forms (carbonless)• Road maps
All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to:	<ul style="list-style-type: none">• Regular 10#• Window• Kraft (brown)• White
Adding Machine Tape	
Post-it notes	
File Folders (Manilla)	
Copier paper (Ream) Wrappers	
Shredded Paper	May be in bags
Confidential materials	Boxed and marked as confidential
Newsprint Paper and Publications, including, but not limited to:	<ul style="list-style-type: none">• Newspapers• City Telephone Books• State Telephone Books• MO. State Statute Books and Revisions
Books or Bound materials, regardless of quality of paper or type of binding	
Glossy and Coated Paper, including, but not limited to:	<ul style="list-style-type: none">• Magazines• Catalogs• Junk Mail• Sales Literature & brochures• Calendars• Publications
Non-paper items, including, but not limited to:	<ul style="list-style-type: none">• Paper clips• Staples• Spiral and GBC (Plastic Comb) Bindings• Paper clips• Rubber bands